



**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 of November 18, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Los Angeles County  
Board of Supervisors

November 18, 2014

Gloria Molina  
First District

Mark Ridley-Thomas  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO TRAUMA CENTER SERVICES AND  
TRAUMA CENTER SERVICES AUGMENTATION AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

Mitchell H. Katz, M.D.  
Director

Hal F. Yee, Jr., M.D., Ph.D.  
Chief Medical Officer

Christina Ghaly, M.D.  
Deputy Director, Strategic Planning

**SUBJECT**

Request approval to extend the terms of the Trauma Center Service Agreements with 12 non County and two County designated trauma centers, and the Trauma Center Services Augmentation Agreement with St. Francis Medical Center.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

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*To ensure access to high-quality,  
patient-centered, cost-effective health  
care to Los Angeles County residents  
through direct services at DHS facilities  
and through collaboration with  
community and university partners.*

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Health Services (Director), or his designee, to execute amendments to the Trauma Center Services Agreements (TCSAs) with the 12 non-County and two County designated trauma centers listed in Attachment A, effective upon Board approval, to extend the term of the TCSAs for the period January 1, 2015 through June 30, 2015, for the continued provision of trauma center services, for an estimated obligation of \$21.23 million to the non-County trauma centers, subject to potential proportional parcel increases.

2. Approve an estimated maximum amount of \$14.03 million of Measure B funds as an intergovernmental transfer for payment to the State to draw down Medi-Cal matching funds (Federal Financial Participation) and provide the



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non-County trauma centers, excluding Ronald Reagan University of California, Los Angeles (UCLA) Medical Center, and Antelope Valley Hospital, with an estimated additional Federal match of up to \$14.03 million payment for trauma care services, for the period January 1, 2015 through June 30, 2015.

3. Delegate authority to the Director, or his designee, to execute amendments to the TCSA to extend the term for one additional six-month period and six month to month extensions, for a potential term through June 30, 2016, with substantially similar terms and conditions, at the funding level approved for Fiscal Year (FY) 2014-15, subject to prior review and approval by County Counsel and notification to the Board and the Chief Executive Office (CEO).

4. Approve the continuation of the annual Trauma Center/Base Hospital fee currently imposed on the non-County and County trauma centers to offset the County costs associated with data collection, monitoring, and evaluation for future fiscal years during the potential extension period at the previously approved FY 2014-15 annual fee of \$88,831 for each Contractor, excluding Children's Hospital Los Angeles for whom the annual fee shall be \$73,382.

5. Approve the allocation and distribution through the TCSAs of an estimated \$1.70 million of Richie's Fund collected during FY 2014-15, to the Pediatric Trauma Centers (PTCs) listed in Attachment B, for the potential extension period of July 1, 2015 through December 31, 2015.

6. Authorize the Director, or his designee, to execute Amendment No. 10 to Agreement No. H-700906 with St. Francis Medical Center (SFMC), effective upon Board approval, for the period January 1, 2015 through June 30, 2015 for the provision of trauma center services, with a maximum obligation of \$2.40 million.

7. Delegate authority to the Director, or his designee, to execute amendments to the Agreement with SFMC to extend the term for one additional six-month period and six month to month extensions, for a potential term through June 30, 2016, with substantially similar terms and conditions, at the funding level approved for FY 2014-15, subject to prior review and approval by County Counsel and notification to the Board and the CEO.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#### Trauma Center Service Agreements (TCSA)

Trauma care is vital to public health and safety. Trauma centers save lives by providing immediate coordination of highly specialized care for the most life-threatening injuries. In communities with access to trauma care centers, mortality and morbidity rates from traumatic injuries are significantly reduced. It is essential for children in need of pediatric trauma care to receive that care within the 60 minute period immediately following injury. It is during this period, referred to as the "golden hour," when the potential for survival is greatest, and the need for treatment for shock or injury is most critical.

Approval of the first recommendation will allow the Director to execute TCSA Amendments, substantially similar to Exhibit I, to extend the term of each agreement for six months, for the period January 1, 2015 through June 30, 2015, for the continued provision of trauma center services.

Approval of this recommendation will also allow the Director to reimburse non-County trauma centers for care provided to eligible trauma patients during the extension period, as set forth in Exhibit B of the TCSA.

Approval of the second recommendation will allow the Director to distribute an estimated maximum amount of \$14.03 million as an intergovernmental transfer for payment to the State to draw-down Medi-Cal matching funds (Federal Financial Participation) and provide the non-County trauma centers, excluding Ronald Reagan UCLA Medical Center and Antelope Valley Hospital, with an estimated additional Federal match of up to \$14.03 million reimbursement for trauma care.

Approval of the third recommendation will allow the Director to extend the TCSAs term for one additional six-month period and six month to month extensions, for a potential term through June 30, 2016, if there are no material changes in the reimbursement provisions. The requested extension for the TCSAs is needed to allow the Department more time to review and analyze the full impact of the substantial changes to health care systems imposed by the Affordable Care Act, develop and negotiate a successor Agreement, and return to the Board for approval.

Approval of the fourth recommendation will allow the continuation, during the potential extension period, of the annual Trauma Center/Paramedic Base Hospital fee imposed on all non-County and County trauma centers, which offsets the County's costs of data collection, monitoring, and evaluation of the Advanced Life Support programs.

Approval of the fifth recommendation will allow the Director to distribute Richie's Fund monies collected in FY 2014-15 to the PTCs listed in Attachment B to defray the costs and expand the services provided to pediatric trauma patients.

#### Trauma Center Services Augmentation Agreement (TCSAA)

The Board approved the current TCSAA with SFMC to mitigate the impact of the closure of the Martin Luther King Jr. (MLK) Harbor Hospital on the trauma system in Los Angeles County. Currently, there are fourteen designated trauma centers in Los Angeles County, twelve non-County and two County-operated, covering a population of over ten million and 4,083 square miles, and treating over 20,500 major trauma patients annually. SFMC is the closest emergency room and experienced a significant increase in ER and trauma patient volume due to the closure of MLK Harbor Hospital.

Approval of the sixth recommendation will allow the Director to execute an Amendment to extend the term of the TCSAA, substantially similar to Exhibit II, for the period January 1, 2015 through June 30, 2015 to maintain coverage for County-responsible persons residing in the former MLK Harbor Hospital catchment area. The requested extension for the TCSAA is needed to allow the Department more time to review and analyze the full impact of the substantial changes to health care systems imposed by the Affordable Care Act.

Approval of the seventh recommendation will allow the Director to extend the TCSAA term for one additional six-month period and six month to month extensions, for a potential term through June 30, 2016, if there are no material changes in the reimbursement provisions.

Approval of these recommendations will allow SFMC to continue to maintain the capacity and capability to handle the redirection and care of trauma patients transported to SFMC that would have otherwise been treated at MLK Harbor Hospital, and authorizes payment for emergency services provided to County responsible uninsured patients.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The estimated maximum obligation for the non-County trauma centers that are part of the TCSA is \$21.23 million for the six-month extension period from January 1, 2015 through June 30, 2015. Funding for the non-County trauma centers is based in part on "Measure B" funding and revenue from the Maddy Emergency Medical Services (EMS) Fund (California Health and Safety Code 1797.98a et seq). This Measure B funding may vary in amount as a result of proportional adjustments due to a change in Tax Property Assessment revenues for FY2014-15, as compared to FY 2013-14.

The total amount of \$21.23 million includes \$5.60 million for claims-based payments, \$13.38 million for lump-sum funding for providing continued access to emergency care for Medi-Cal beneficiaries, and \$2.25 million for the special costs incurred for those trauma centers providing base hospital services. The \$5.60 million for claims-based payment amount consists of Measure B funds (approximately \$4.25 million) and Maddy EMS funds (approximately \$1.35 million).

The fourth recommendation provides for an annual trauma center service fee, for the potential extension period, in the amount of \$88,831, payable to the County by each non-County and County-operated trauma center, excluding Children's Hospital Los Angeles for whom the Paramedic Base Hospital fee does not apply; therefore, its fee shall be \$73,382 for FY 2015-16, to offset County costs associated with data collection, monitoring, and evaluation. Estimated annual revenue to the County from these fees is \$1.23 million for FY 2015-16.

During the first potential six month extension period from July 1, 2015 through December 31, 2015, an estimated \$1.70 million in Richie's Fund, collected during FY 2014-15, will be distributed to the PTCs listed in Attachment B. Of the five non-County PTCs, Northridge Hospital Medical Center (NHMC) will receive \$1 million to help defray operating losses pertinent to its Pediatric Trauma Center and the remaining four facilities will receive an estimated \$263,390. The two County-operated PTCs will receive an estimated \$436,589. This distribution is subject to actual funding available in Richie's Fund and the expansion of services provided to pediatric trauma patients.

The total amount of \$2.40 million for the TCSAA is funded from Measure B and the Maddy Fund.

Funding is included in DHS' FY 2014-15 Final Budget and will be requested for FY 2015-16, as needed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

#### Trauma Center Service Agreements

Pursuant to the authority granted under California Health and Safety (H&S) Code Section 1798.160, the County maintains trauma facilities as part of the regional trauma care system for treatment of potentially seriously injured persons. Division 2.5 of the H&S Code authorizes the local Emergency

Medical Services (EMS) Agency to designate Trauma Centers as part of the regional trauma care system. There are currently 12 non-County and two County-operated trauma centers in the County. The current TCSAs with these trauma centers expire on December 31, 2014.

The California Legislature has enacted multiple senate bills (SB) to establish, finance, and administer the Maddy Fund. Most recently, SB 1773 expired on January 1, 2014 and was replaced by SB 191, to continue the Board's authority to elect to levy an additional penalty in the amount of \$2 for every \$10, upon fines, penalties, and forfeitures collected for specific criminal offenses until January 1, 2017. This legislation authorizes the Board to utilize fifteen percent (15%) of the funds (known as "Richie's Fund") collected pursuant to these provisions to provide funding to PTCs throughout the County for enhancement of pediatric trauma and emergency care. Since the Board's approval, NHMC has been designated a PTC, bringing the total number of PTCs operating in Los Angeles County to seven.

Since the Board's implementation of SB 1773 in March 2007 and up to September 2014, Richie's Fund allocations totaling \$13.62 million have been distributed as follows: \$6.39 million to the two County-operated and four non-County PTCs; and \$7.23 million to NHMC to enhance pediatric trauma and emergency services. The funds being allocated are earmarked in the legislation which expires on January 1, 2017 for the enhancement of pediatric trauma and emergency care. The TCSAs set out the trauma center and PTC service requirements.

Measure B, a ballot initiative, was passed by the voters of Los Angeles County on November 6, 2002. Measure B provides funding for trauma and emergency services as well as bioterrorism preparedness. A portion of these funds is allocated by the County to reimburse private Trauma Centers for care provided to County-responsible patients.

The TCSAs may be terminated for convenience by the County upon 30 days prior written notice.

#### Trauma Center Service Augmentation Agreement

The Board approved the proposed reduction of trauma services at MLK Harbor Hospital on November 23, 2004, and instructed DHS to negotiate with surrounding hospitals to ensure coverage of the remaining MLK Harbor Hospital trauma catchment area and an estimated 18,000 patients.

The original TCSAA was approved by the Board on February 22, 2005 to accommodate for the expanded volume of trauma patients transported to SFMC and provided funding referred to as the Transitional Capacity Development Allowance.

Subsequent amendments have been approved by the Board to revise eligibility requirements and the reimbursement rate, increase funding for transitional capacity to \$5.62 million to accommodate an increase in trauma patient volume, adjust the total number of eligible claimable patient days per month, and most recently, extended the term to December 31, 2014.

The Agreement may be terminated for convenience by the County upon 60 days prior written notice.

County Counsel has approved Exhibits I and II as to form.

### **CONTRACTING PROCESS**

Division 2.5 of the H&S Code authorizes the local EMS Agencies to designate Trauma Centers as part of its regional trauma care system.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure that the Trauma Centers will continue to provide the level of program and augmented transitional capacity services currently offered in the County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.  
Director

MHK:es

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

**TRAUMA CENTERS**

**NON-COUNTY TRAUMA CENTERS**

1. Antelope Valley Hospital	H-703371
2. Dignity Health dba California Hospital Medical Center	H-703475
3. Cedars-Sinai Medical Center	H-703474
4. Children's Hospital Los Angeles	H-703478
5. Henry Mayo Newhall Memorial Hospital	H-703477
6. Huntington Memorial Hospital	H-703481
7. Long Beach Memorial Hospital	H-703522
8. Northridge Hospital Medical Center	H-703473
9. Providence Holy Cross Medical Center	H-703476
10. St. Francis Medical Center	H-703500
11. St. Mary Medical Center	H-703479
12. The Regents of the University of California on behalf of its UCLA Ronald Reagan Medical Center	H-703698

**COUNTY-OPERATED TRAUMA CENTERS**

13. LAC+USC Medical Center	H-703480
14. Harbor-UCLA Medical Center	H-703482

**PEDIATRIC TRAUMA CENTERS**

<b><u>NON-COUNTY PEDIATRIC TRAUMA CENTERS</u></b>		<b><u>ESTIMATED ALLOCATION<sup>1</sup></u></b>
1. Northridge Hospital Medical Center	H-703473	\$ 1,000,000
<b>Subtotal</b>		<b>\$ 1,000,000</b>
2. Cedars-Sinai Medical Center	H-703474	\$ 15,355
3. Childrens Hospital Los Angeles	H-703478	\$ 152,139
4. Long Beach Memorial Hospital	H-703522	\$ 79,711
5. Ronald Reagan UCLA Medical Center	H-703698	\$ 16,185
<b>Subtotal Other PTCs</b>		<b>\$ 263,390</b>
 <b><u>COUNTY-OPERATED PEDIATRIC TRAUMA CENTERS</u></b>		
6. LAC+USC Medical Center	H-703480	\$ 246,416
7. Harbor-UCLA Medical Center	H-703482	\$ 190,173
<b>Subtotal County PTCs</b>		<b>\$ 436,589</b>
 <b>Total</b>		 <b>\$ 1,699,979</b>

<sup>1</sup> Actual distribution will be based on flat rate of \$1 million to Northridge and the remaining funding will be distributed based on percentage of pediatric trauma patients.

Agreement No.: \_\_\_\_\_

TRAUMA CENTER SERVICE AGREEMENT

Amendment No.

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

\_\_\_\_\_  
(hereafter "Contractor")

Business Address:

\_\_\_\_\_

WHEREAS, reference is made to that certain document entitled "Trauma Center Service Agreement," dated June 17, 2008, and further identified as Agreement No. \_\_\_\_\_, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 24, Merger Provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date first above.
2. Agreement, Paragraph 1, Term, Subparagraph A is deleted in its entirety and replaced as follows:



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
Mark J. Saladino  
County Counsel

By \_\_\_\_\_  
Lillian Russell, Deputy County Counsel

TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT B  
PROVISIONS FOR REIMBURSEMENT

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TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT B  
PROVISIONS FOR REIMBURSEMENT

I. ELIGIBLE INDIGENT CARE FUNDING

A. GENERAL REIMBURSEMENT CONDITIONS: The reimbursement term described in this Exhibit is only applicable to non-County trauma hospitals. County has allocated certain monies as set forth herein to be used to pay Contractor for trauma care provided to eligible patients during the term of this Agreement. For the term of this Agreement, funds and Hospital Services Account funds shall be deposited to the County administered Special Revenue Funds referenced in Paragraph I.D.2. of Exhibit B. These deposits, together with other funds, which County may at its sole discretion allocate to the account from time to time, shall be used to pay Contractor for trauma patient care.

Reimbursement to Contractor shall be provided from the Special Revenue Funds by County for the hospital component of treatment of trauma patients hereunder who are unable to pay for the treatment and for whom payment for such services has not been made and will not be made through private coverage or by any program funded in whole or in

part by the federal and/or State government. Contractor will determine and document persons who are eligible for services coverage hereunder. Only eligible patients (i.e., (1) those unable to pay for services, and (2) for whom there is no third-party coverage in part or in whole for trauma services provided), qualify under this funding program. No reimbursement shall be provided for patient care if the patient has the ability to pay for the service, but refuses or fails to pay for same. Nor is County responsible nor shall it pay for services hereunder if Contractor has failed to submit to any known third-party payer(s) for the patient, an accurate, complete, and timely billing, and for that reason has been denied payment by such payer(s). Nor shall reimbursement be due Contractor or paid by County hereunder for any patient care which is covered in, or the subject of reimbursement in, any other contract between Contractor and County.

To bill County, Contractor must at a minimum document that it has made reasonable efforts to secure payment from the patient by billing (at least monthly) for an additional period of no less than two (2) months after the date of discharge. Contractor must document that the person cannot afford to pay for the services provided by the Contractor;

and, it must also document that payment for the services will not be covered by third-party coverage or by any program funded in whole or in part by the federal government; and, that Contractor has not received payment for any portion of the amount billed.

County reimbursement is limited to trauma patients without the ability to pay for the services and for whom Contractor has made a reasonable, good faith effort to determine if there is a responsible private or public third-party source of payment, and there is no source of payment.

Contractor will continue to determine and document persons who are eligible for trauma care coverage hereunder in accordance with the procedures set forth in Attachment "B-1", Trauma Service County Eligibility ("TSCE") Protocol, attached hereto and incorporated herein by reference.

Attachment "B-1.1", Trauma Service County Eligibility ("TSCE") Agreement form shall be utilized by Contractor as the sole means for determining each patient's eligibility for trauma care coverage during the term of this Agreement. The TSCE Agreement form must be completed and signed by the patient or the patient's responsible relative(s). If a TSCE Agreement form cannot be secured because the patient

or the patient's responsible relative(s) is (are) unable to cooperate in providing the necessary financial information, then a Contractor certification to that effect (Attachment "B-1.2", Hospital Certification of Inability to Cooperate form) must be completed. The original (or electronic scan) of each such form must be maintained by Contractor as part of its financial records. Contractor shall submit a copy of the applicable form to the County Emergency Medical Services (EMS) Agency as stated in Attachment "B-4", Instructions for Submission of Claims and Data Collection.

Documentation to establish that Contractor has complied with the aforementioned patient eligibility requirements must be maintained by Contractor and made available upon request, pursuant to Paragraph 5, of the Additional Provisions Exhibit of this Agreement, to authorized County or State representatives for inspection, audit, and photocopying.

During the term of this Agreement, as required by Section 16818 of the Welfare and Institutions Code, (W&IC) Contractor shall continue to provide, at the time treatment is sought by a patient at its facility, individual notice of the availability of reduced cost hospital care under this Agreement. Additionally, Contractor shall post, in

conspicuous places in its emergency department and patient waiting rooms, notices of the procedures for applying for reduced cost hospital care hereunder. The approved "Notice" language is reflected in English in Attachment "B-2" and in Spanish in Attachment "B-3".

B. CONTINUED BILLING TO COUNTY: In the event funding as set forth in Paragraph I.D. of Exhibit B is exhausted prior to the expiration or other termination of this Agreement, Contractor shall continue to bill County, for remaining period up to such expiration or earlier termination, in accordance with the terms of this Agreement.

C. PAYMENT FOR CONTRACTOR SERVICES:

1. County agrees under the following conditions to reimburse Contractor for the hospital component of trauma services to eligible trauma patients described in Paragraph I.A. of Exhibit B, within forty-five (45) days of receipt of a valid claim:

a. Reimbursement by County shall be limited to payment for the hospital component of trauma services provided to eligible indigent patients for whom Contractor is required to complete a Trauma Patient Summary ("TPS") form,

Attachment "D-2", of Agreement.

b. Contractor shall submit required reports as set forth in Attachment "B-4", Instructions for Submission of Claims and Data Collection, attached hereto and incorporated herein by reference to County's Emergency Medical Services Agency, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670, for trauma care provided under the terms of this Agreement, and this care shall be reimbursed by County pursuant to subparagraphs I.C.1.d. and f. of Exhibit B.

c. Reimbursement by County shall be limited to the hospital component of trauma services provided to eligible indigent patients during the term of this Agreement. Reimbursement shall only be made on claims for which all required data is in the Trauma and Emergency Medicine Information System (TEMIS) and which has been submitted as required by reporting procedures reflected in Attachment "B-4". Reimbursement to Contractor and other County contract trauma service hospitals shall be made

from the Special Revenue Funds. All Contractor claims for services provided during the second six months of the County Fiscal Year (FY) (January 2015 - June 2015) must be received by County within four (4) months after the close of this contract period (June 30, 2015), no later than the last working day of October 2015.

d. Following receipt of all of the required reports and billings from Contractor and other contract trauma service hospitals and subject to the funding provision below, County payment hereunder for the hospital component of trauma services provided by Contractor to eligible trauma patients, as defined hereunder, shall be based on the following all-inclusive rates:

FY 2014-15  
(January 1, 2015 - June 30, 2015)

\$ 6,425 per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)

\$12,471 for the first inpatient day; and

\$ 5,417 for the second inpatient day; and

\$ 4,283 for the third inpatient day; and  
\$ 4,283 for the fourth inpatient day; and  
\$ 3,023 for each day thereafter.

These payments will be the maximum amounts payable to Contractor for care hereunder, with aggregate payment for all Contractors for services provided during the term of this Agreement until the allocated funds set forth in Paragraph I.D. of this Exhibit are exhausted.

e. Once the medical condition of a trauma patient has stabilized, Contractor may contact the County's Medical Alert Center or other personnel as designated by County to request transfer of the trauma patient in accordance with County patient transfer procedures and priority criteria as approved by Director. Until the transfer occurs, County's responsibility for reimbursement to Contractor for medically necessary services shall continue as described herein.

f. Any and all payments received by Contractor from a trauma patient or from third-party payers, or both, for claims previously billed to the County, must be immediately

reported to the County. If Contractor previously received payment from the County for such claims, the Contractor must immediately submit a refund of County's payment to the Special Funds Section, 313 North Figueroa Street, Room 505, Los Angeles, California 90012. A TRAUMA HOSPITAL PAYMENT REFUND FORM (Attachment B-6) must be completed and submitted for each refund. All such refunds received by County will be deposited to the Special Revenue Funds. If Contractor has not received payment from the County for such claims, the Contractor must withdraw the claim by notifying the EMS Agency Reimbursement Coordinator at 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670. If County payment is in transit at the time of notification, Contractor shall refund such payment to County.

g. Director, at his/her discretion, may deduct from payments due to Contractor any prior overpayments made under this Agreement which were paid due to County's or to Contractor's clerical error or which resulted from Contractor's

subsequent receipt of payment from the patient or third-party payer(s). County shall furnish Contractor with an itemization of such deductions, which will include the identity of the patient(s) for whose care overpayment was made, amounts of overpayment, and the basis for the finding of overpayment.

h. Upon payment of claim to Contractor by County for a trauma patient's care, and assignment and subrogation to County of any and all rights to collection as set forth herein, Contractor shall cease all current and waive all future collection efforts, by itself and by its contractors/agents, to obtain any payment from the patient.

Contractor shall pursue reimbursement from third party coverage such as Medi-Cal, Medicare, other government programs, or other health insurance if they become aware of coverage. Contractor shall, upon verification of such third party coverage, submit a bill for its services to the third party. As soon as payment is received, Contractor shall reimburse County any payment received under the Trauma Center Service

Agreement (TCSA) for that patient. Contractor agrees to assign and subrogate all rights that they may have against any patient, his/her responsible relative, any third party tortfeasor for reimbursement as a result of care and services provided by Contractor for which a claim has been paid by County under the TCSA. At its sole discretion, County and/or its Contractor may proceed independently against such parties for reimbursement to the extent permitted by law. The rights hereby assigned and subrogated to County under this provision include reimbursement up to the full amount of usual and customary fees, (including, for example, billed charges) for patient care and services regardless of any amount the Contractor has received under the TCSA. In the event Contractor is contacted by other third party's representative (e.g., insurance claim adjuster) or a patient's attorney regarding pending litigation, Contractor shall indicate that the claim for services provided to their client is assigned and subrogated to the County and refer such representative to the designated County contact. Contractor shall reasonably cooperate with County in its collection efforts. In the event Contractor

receives payment from a patient's attorney for a lien filed on behalf of the County, Contractor shall reimburse such payment to the County.

Examples of when these County collection efforts might occur would include, but not necessarily be limited to, situations where there are third-party tortfeasors responsible for a patient's medical expenses.

For trauma patients admitted to Contractor's facility prior to or on the last day during the term of this Agreement, and remaining in the hospital after that date, reports and billings to County shall be submitted only after patient has been discharged, (no partial billings). Payment by County to Contractor for such patients shall be at the rates in effect on the date of admission. Said reports and billings shall be on forms, and completed in such detail and with such attachments in accordance with procedures prescribed in writing by Director in Attachment "B-4".

Contractor hereby acknowledges receipt of such forms, attachments, and procedures. Claims shall be submitted to County's EMS Agency within four (4) months after the close of this contract period

(January 1, 2015 - June 30, 2015) during which services were provided and no later than the last working day of October 2015.

i. Any funds received by the County, pursuant to Paragraph I.C.1.h., shall be deposited into the Special Revenue Funds.

2. All required reports and billings submitted by Contractor shall be rendered in the name of Contractor as said name appears upon the upper portion of the first page of this Agreement.

3. Contractor shall maintain and upon request make available to State or County representatives records of all of the financial information referenced in this Paragraph, including records of patient and third-party payer payments, all in accordance with Paragraph 5, of the Additional Provisions Exhibit of this Agreement.

4. County may periodically conduct an audit of the Contractor's records. Audits shall be performed in accordance with generally accepted auditing standards. The audit may be conducted on a statistically random sample of claims from the adjudicated universe for a fiscal year. The scope of the audit shall include an examination of patient medical and financial records, patient/insurance

billing records, and collection agency reports associated with the sampled claims.

Audited paid claims that do not comply with program requirements shall result in a refund to the Special Revenue Funds. Any audited claim which is in violation of the Contract terms and conditions shall result in the Contractor refunding to the County the claim amount plus a penalty of fifty percent (50%) of the amount paid for that claim. Audit results may be appealed to the EMS Agency Director, or his/her designee.

Audited unpaid claims that do not comply with program requirements shall result in an adjustment in hospital's subsequent year's Lump-Sum Funding allocation.

D. CLAIMS-BASED FUNDING: The parties have agreed to the following payment mechanisms for payment to the Contractors, with the maximum funding amount as set forth below to apply to the aggregate of payments made to the Contractor under the terms herein, and to payments made to all other trauma hospital Contractors under the terms of identical agreements with the County:

1. Funding (Claims Based) for FY 2014-15:

(January 1, 2015 - June 30, 2015): Except as set forth below, County has allocated an estimated maximum

total amount of \$5.6 million. The parties acknowledge that this funding is comprised in part by revenue generated by Measure B Trauma Property Assessment (TPA) Funds as allocated by the County Board of Supervisors and the Maddy Fund. The parties further acknowledge that the Measure B TPA Funds may vary based on (1) a percentage change, if any, in the total revenue generated for FY 2014-15 as compared to FY 2013-14 (the base year); and/or (2) the adjustment by the cumulative increase to the medical component of the Western Urban Consumer Price Index from July 1, 2012, as established by the United States Bureau of Labor Statistics if set by the Board of Supervisors, exclusively (Measure B Adjustment). The Maddy Fund allocated to this contract is based on total collections. As a result of potential Measure B Adjustment and fluctuations in Maddy Fund collections, the estimated total maximum allocation may be adjusted above or below the aggregate of \$5.6 million. The parties also agree that the amount resulting from any Measure B Adjustment applied to the Claims-Based Funding may be allocated, in whole, to increase the maximum obligation for the Lump-Sum Funding for a

potential intergovernmental transfer (IGT), if any, as set forth in this Section and Section IV herein below, rather than to the Claims-Based Funding maximum obligation.

2. All funds collected, including audit claim penalties, shall be deposited to the County Special Revenue Funds and utilized to make payments to all County contract trauma service hospitals at the rates set forth in subparagraph I.C.1.d. of Exhibit B.

3. All County contract trauma hospital claims shall be paid on a first-come, first-validated basis, until all allocated funds are disbursed. All funds shall be disbursed within forty-five (45) days of receipt of validated claims by County for Contractor services performed hereunder during the term of this Agreement, all pursuant to the rate schedule identified in subparagraph I.C.1.d. of Exhibit B.

4. "Claims" for purposes of the above means validated claims at the rate defined herein. In no event, however, shall the total disbursement under this Paragraph to Contractor for a claim exceed Contractor's aggregate charges for the services provided (based upon Contractor's customary rates in effect on the dates of service).

5. Maximum amounts payable under this Agreement shall not be modified if, and upon, designation of any other trauma center not a Contractor hereunder.

E. BILLING AND PAYMENT - PHYSICIAN SERVICES: A copy of the revised Trauma Physician Services Program packet for County Fiscal Years 2013-14 through 2015-16, Attachment "B-5", is attached and incorporated herein by reference. The packet for future Fiscal Years shall be provided to Contractor as soon as available thereafter. To permit its physicians to bill County for the professional component of un-reimbursed trauma services furnished to Contractor's trauma patients during the term of this Agreement, Contractor shall furnish members of its physician staff providing such services with a copy of said packet.

Upon request, Director shall provide Contractor with reports showing total aggregate payments to trauma physicians reimbursed by County for the professional component of un-reimbursed trauma services provided to Contractor during the term of this Agreement.

F. RECOVERY OF PAYMENT: County shall recover monies paid to Contractor hereunder for any of the reasons which follow:

1. Contractor fails to furnish patient specific data and reports required by this Agreement or by the State, or by both. County shall recover all funds paid to Contractor for that patient.

2. Funds are used for patients deemed ineligible under this Agreement. County shall recover all amounts paid to Contractor for such patients.

3. Contractor has failed to submit to any known third-party payer(s) for the patient, an accurate, complete, and timely billing, and for that reason has been denied payment by such payer(s). County shall recover all amounts paid to Contractor for that patient.

4. Contractor had knowledge of a third party tortfeasor and failed to file a lien against such third party. County shall recover all amounts paid to Contractor for such patients, except as set forth in Paragraph I.C.1.h. of Exhibit B.

5. Any funds recovered by the County pursuant to Paragraph I.F. shall be deposited into the Special Revenue Funds.

II. LUMP SUM FUNDING FOR CONTINUED ACCESS TO EMERGENCY CARE FOR  
MEDI-CAL BENEFICIARIES

The parties acknowledge that a State Plan Amendment (SPA) effective July 1, 2003, was approved by the United States Department of Health and Human Services, Center for Medicare and Medicaid Services. The SPA enables private trauma hospitals in Los Angeles County to receive enhanced Medi-Cal payments, including federal matching funds upon payment by the County of an intergovernmental transfer (IGT) of funds pursuant to Section 14087.3 of the W&IC. Pursuant to the SPA and a related interagency agreement between the County and the California Department of Health Care Services (CDHCS), the IGT and federal matching funds are distributed among the County-designated private trauma hospitals in a lump sum amount to ensure continued access by Medi-Cal beneficiaries to trauma and emergency room care in the County.

The parties acknowledge and agree that on-going discussions regarding the impending effect of the Affordable Care Act upon patient care providers may affect the conditions and requirements under the current SPA. To that extent, the parties agree that the County may not be able to disburse these funds to the providers or submit for enhanced Medi-Cal payments, including federal matching funds.

Except for Ronald Reagan UCLA Medical Center and Antelope Valley Hospital, it is the intent of the County, and the County shall recommend to the State, that the funding to each trauma hospital be based on data regarding each hospital's actual trauma center losses, in accordance with the terms and conditions set forth in a separate agreement between the trauma hospital and the State, or its intermediary, subject to the limitations contained in the SPA.

For FY 2014-15 (January 1, 2015 - June 30, 2015), the total County estimated maximum obligation of Lump Sum Funding for the twelve non-County trauma hospitals is \$13.38 million. Except for Children's Hospital Los Angeles which will receive a fixed payment of \$0.41 million, the remaining \$12.97 million will be allocated to the eleven non-County trauma hospitals based on each hospital's percentage of unpaid claims that are unable to process under the Claim-Based Funding of this agreement due to depletion of funds. Except as set forth in this Exhibit, the following estimated funding allocation shall be the basis for the County's transfer to the State as the recommended payments of the IGT and federal matching funds to the

private hospitals for continued access to Trauma and  
Emergency Care by Medi-Cal beneficiaries:

Children's Hospital Los Angeles	\$ 406,476
All other trauma hospitals	\$12,064,078

Due to their status as public institutions, Ronald Reagan UCLA Medical Center and Antelope Valley Hospital may not receive enhanced Medi-Cal payments to private trauma centers, including federal matching funds, and the County shall instead provide an estimated \$908,048 funding allocation directly to Ronald Reagan UCLA Medical Center and Antelope Valley Hospital as described herein (with payments made at or about the same time that the private trauma hospitals receive their enhanced Medi-Cal payments).

The parties acknowledge that the above amounts are funded by Measure B TPA Funds and may vary based on a Measure B Adjustment. As a result, the total maximum allocation may exceed the aggregate of \$13.38 million, taking into account a Measure B Adjustment to the Measure B TPA Funds.

The parties acknowledge and agree that should this Agreement be terminated before June 30, 2015, the Claims-Based and Lump-Sum Funding above will be pro-rated based on the actual term of this Agreement.

III. FUNDING FOR BASE HOSPITAL SERVICES FOR CONTINUED ACCESS TO  
EMERGENCY CARE FOR MEDI-CAL BENEFICIARIES:

To account for the special costs incurred for those Contractors providing base hospital services (Children's Hospital Los Angeles is not providing base hospital services), and to ensure continued access by Medi-Cal beneficiaries to emergency rooms and emergency room care in the County by maintaining efficient prehospital transport of all patients to the most appropriate emergency room, the County has allocated funding for each such hospital.

It is the intent of the County to obtain federal matching funding for each County-designated trauma center providing base hospital services, except for Ronald Reagan UCLA Medical Center and Antelope Valley Hospital, through the SPA as described above.

For FY 2014-15 (January 1, 2015 - June 30, 2015), the total County maximum obligation shall be approximately \$2.25 million and the federal matching funds shall be approximately \$1.56 million. Due to their status as public institutions, Ronald Reagan UCLA Medical Center and Antelope Valley Hospital may not receive enhanced Medi-Cal payments to private trauma centers, including federal

matching funds, and the County shall instead provide directly to Ronald Reagan UCLA Medical Center and Antelope Valley Hospital any funding allocation as described herein (with payments made at or about the same time that the private trauma hospitals receive their enhanced Medi-Cal payments).

The County shall determine the funding allocation by taking into account call volume for the prior calendar year of service, including SFTPs requiring medical direction (joint runs) and excluding information only calls for all trauma hospitals providing base hospital services, as follows:

<u>CALL VOLUME</u>	<u>MAXIMUM AMOUNT</u>
Up to 1,500 calls/month	\$ 345,894
1,501 to 3,000 calls/month	\$ 421,299
Over 3,000 calls/month	\$ 496,704

<u>CONTRACTOR</u>	<u>MAXIMUM AMOUNT</u>
California Hospital Medical Center	\$ 345,894
Cedars-Sinai Medical Center	\$ 345,894
Providence Holy Cross Medical Center	\$ 345,894
Huntington Memorial Medical Center	\$ 345,894
Henry Mayo Newhall Memorial	\$ 345,894
Long Beach Memorial Medical Center	\$ 345,894

Northridge Hospital Medical Center	\$ 345,894
St. Francis Medical Center	\$ 345,894
St. Mary Medical Center	\$ 345,894

The County shall provide the following allocations directly to Ronald Reagan UCLA Medical Center and Antelope Valley Hospital:

<u>CONTRACTOR</u>	<u>MAXIMUM AMOUNT</u>
Ronald Reagan UCLA Medical Center	\$ 345,894
Antelope Valley Hospital	\$ 345,894

The parties acknowledge that the funding allocations will be determined according to each trauma hospital's call volume and may be comprised of 50% of IGT and 50% of federal matching funds (or as altered by FMAP funding) for the private Trauma Centers as stated in Section IV below. If it is determined that the call volume for any or all of the trauma hospitals has increased such that the maximum amount to be paid exceeds the maximum County obligation as set forth above, the Department shall seek approval from the Board of Supervisors for additional funding as needed. If the State determines that the County IGT for the base funding for the private trauma centers cannot draw down federal matching funds, the County's maximum obligation shall be approximately \$2.25 million and

payment of any portion of that amount that is not sent to the State as an IGT will be made directly by the County to all private Trauma Centers.

The parties acknowledge that this funding is comprised of revenue generated by Measure B TPA Funds as allocated by the County Board of Supervisors. The parties further acknowledge that the Measure B TPA Funds may vary based on a Measure B adjustment. As a result, the total County maximum allocation may exceed the aggregate of \$2.25 million, taking into account a Measure B Adjustment to the Measure B TPA Funds.

IV. POTENTIAL IGT FOR FEDERAL MATCHING FUNDS:

The County may recommend that (1) the Lump Sum Funding stated above in Section II hereinabove, (2) any potential increase on the Claim Based Funding, and (3) the Base Hospital Services Funding allocations, for the private Trauma Centers be transferred to the State as an IGT, to obtain enhanced trauma payments to be paid through the Medi-Cal program to include federal matching funds, and funded through an IGT.

If the State determines that some or all of the IGT intended by the County pursuant to this Exhibit cannot be used to draw down federal matching funds, the County shall

not make that portion of the IGT, and instead shall provide such funds included in this Exhibit directly to the private Trauma Centers.

The parties acknowledge and agree that some or all of the IGT allocated under the provisions of this Agreement may not draw down federal matching funds under the SPA. To the extent that is true, the parties agree that the County shall have no obligation to make an IGT of such amounts and shall instead provide such funds directly to the private Trauma Centers. The amount of such direct payment shall not exceed the County funding included in contract maximum for the period.

V. FUNDING FOR PEDIATRIC TRAUMA CENTERS:

The parties acknowledge that Chapter 841 of the Statutes of 2006, authorized the County Board of Supervisors (Board), until December 31, 2008, to elect to levy an additional penalty in the amount of \$2 for every \$10, upon fines, penalties, and forfeitures collected for specific criminal offenses. This authority was subsequently extended to December 31, 2013 by Chapter 288 of the Statutes of 2008. New legislation (SB 191) was chaptered October 5, 2013 and Section 76000.5 of the

Government Code was amended extending these provisions through January 1, 2017.

SB 1773 and the subsequent SB 191 further authorized the Board to utilize fifteen percent (15%) of the funds collected pursuant to these provisions (known as Richie's fund) to provide funding to enhance pediatric trauma services by both publicly and privately owned and operated Pediatric Trauma Centers (PTCs) throughout the County.

Since the Board's implementation of SB 1773 in March 2007 and in accordance with the legislation, Richie's Fund was allocated to Northridge Hospital Medical Center (NHMC) which established a PTC in the San Fernando Valley, and the existing (County and Non-County) PTCs for expansion of pediatric trauma care services. For FY 2013-14, collections are estimated at \$1.7 million from which NHMC will receive an estimated \$1.0 million to help defray the operating losses of its PTC. The balance of FY 13-14 collections will be allocated to all other PTCs listed below based on the percentage of pediatric trauma volume provided by each PTC, as compared to the aggregate pediatric trauma volume of all County and non-County PTCs in Los Angeles County: LAC+USC Medical Center, \$246,416; Harbor-UCLA Medical Center, \$190,173; Cedars-Sinai Medical

Center, \$15,355; Children's Hospital Los Angeles, \$152,139; Long Beach Memorial Hospital, \$79,711; and The Regents of The University of California, a California Corporation, on behalf of The University of California Los Angeles (i.e. Ronald Reagan UCLA Medical Center), \$16,185.

All PTCs were notified of actual allocations in September 2014, and payments were issued in October 2014.

Agreement No.: H-700906

TRAUMA CENTER SERVICES AUGMENTATION AGREEMENT

Amendment No. 10

THIS AMENDMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

ST. FRANCIS MEDICAL CENTER  
(hereafter "Hospital")

Business Address:

3630 East Imperial highway  
Lynwood, CA 90262

WHEREAS, reference is made to that certain document entitled "Trauma Center Services Augmentation Agreement (TCSAA)," dated March 1, 2005, and further identified as Agreement No. H-700906, and any amendments thereto (all hereafter referred to as "Agreement");and

WHEREAS, on July 1, 2008, the County and Hospital, entered into Agreement No. H-703500 to provide Trauma Center Services at Hospital; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term for an additional six (6) months, to increase the Agreement amount by \$2.4 million, not to exceed a total contract cost of \$13.7 million; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 24, Merger Provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Hospital warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date first above written.

2. Agreement, Paragraph 1, TERM, is deleted in its entirety and replaced as follows:

"1. TERM: This Agreement shall commence effective March 1, 2005, and unless terminated sooner in accordance with the TERMINATION Paragraphs of the STANDARD TERMS AND CONDITIONS hereunder and County Agreement No. H-703500, it shall remain in full force and effect until June 30, 2015."

3. Agreement, Paragraph 5, FUNDING FOR TRANSITIONAL CAPACITY ALLOWANCE, is deleted in its entirety and replaced as follows:

"5. FUNDING FOR TRANSITIONAL CAPACITY ALLOWANCE: An allocation not to exceed \$5.62 million for each twelve (12) month period beginning December 1, 2006 through November 30, 2013 as set forth herein, will ensure that Contractor will have appropriate capacity for trauma patients during this period.

An allocation not to exceed \$3.28 million for the seven (7) month period beginning December 1, 2013 through June 30, 2014 as set forth herein, will ensure that Contractor will have appropriate capacity for trauma patients during this period.

An allocation not to exceed \$2.4 million for the six (6) month period beginning July 1, 2014 through December 31, 2014 as set forth herein, will ensure that Contractor will have appropriate capacity for trauma patients during this period.

An allocation not to exceed \$2.4 million for the six (6) month period beginning January 1, 2015 through June 30, 2015 as set forth herein, will ensure that Contractor will have appropriate capacity for trauma patients during this period.

To ensure availability of anticipated trauma care, County shall reimburse Contractor up to two hundred five (205) days per month, with a maximum reimbursement of six (6) days for each admission, per eligible patient, during the period of this Agreement. Reimbursement shall be at the rate of One Thousand Nine Hundred and Fifty Dollars (\$1,950) per eligible patient day ("eligible patient" as defined in County Agreement No. H-703500, Exhibit B, Section I.A, ELIGIBLE INDIGENT CARE FUNDING). Contractor may request that the County accept transfer of eligible indigent patients from Contractor. If County accepts such eligible Trauma Augmentation indigent patients for admission to a County facility, or other facility under contract with the County, the allowable billing days shall be

reduced by four (4) days. This four day reduction shall be reduced by the number of days that the patient remains with Contractor from the date the Contractor contacted the Medical Alert Center (MAC) until the date of the actual transfer. Claims for reimbursement as set forth herein shall include a completed UB-04 Form with timely submission to the County's Emergency Medical Services (EMS) Agency, and shall be paid in accordance with the terms of the County Agreement No. H-703500.

If Contractor wishes the County to accept patients for transfer, such patients shall be presented to the County's MAC. Any patient not presented through the MAC at time of service shall not be eligible for reimbursement. Once the MAC has been contacted for a transfer, the Contractor may bill for any days (up to six [6] days) that the patient remains in house until the actual transfer.

In addition, the County's MAC shall assist Contractor by facilitating the transfer of complex orthopedic and maxillo-facial trauma patients into the County-operated trauma centers within the capacity and/or capability of these trauma centers. Any transfer of such patients shall be included in the count of accepted transfers for the purpose of reducing the budget as set forth above.

Nothing in this Agreement shall be construed as to limit the number of patients the County accepts from Contractor should capacity be available in accordance with existing County EMS transfer policies and procedures.

Notwithstanding any other provision in this Agreement, Contractor may transfer patients to any County-operated acute care facility, or other facility under contract with the County, which is currently licensed under Section 1250 et. seq. of the California Health and Safety Code.

Pursuant to Department of Health Services' requirements for identifying County residency, the Contractor shall make all reasonable efforts to obtain actual verification of residency. In the event such patient is not able to provide physical verification, the Contractor may utilize the Affidavit of Residency contained in Attachment A, attached hereto and incorporated herein by reference. This Affidavit shall be valid for any admission thirty (30) days prior to or after the current admission. In the event the Contractor is unable to secure an Affidavit of Residency from patient, Contractor may utilize a Patient Registration Summary (Face Sheet), an intake patient registration document, as verification of County residency. Contractor's Face



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

ST. FRANCIS MEDICAL CENTER

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
Mark J. Saladino  
County Counsel

By \_\_\_\_\_  
Lillian Russell, Deputy County Counsel